

## **TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT - MAJOR SYSTEMS**

[CT, FP-NR&D, FP-R&D, LH/T&M, T&MC, FPC, CREI, A-E – 09/04] [FAR 52.227-21 – 01/97]

- (a) Scope of Article. This Article shall apply to all technical data (as defined in the "Rights in Data - General" Article included in this Subcontract) that have been specified in this Subcontract as being subject to this Article. It shall apply to all such data delivered, or required to be delivered, at any time during Subcontract performance or within three years after acceptance of all items (other than technical data) delivered under this Subcontract unless a different period is set forth herein. The Contracting Officer through JPL may release the Subcontractor from all or part of the requirements of this Article for specifically identified technical data items at any time during the period covered by this Article.
- (b) Technical Data Declaration.
  - (1) All technical data that are subject to this Article shall be accompanied by the following declaration upon delivery:

### **TECHNICAL DATA DECLARATION**

The Subcontractor, \_\_\_\_\_, hereby declares that to the best of its knowledge and belief the technical data delivered herewith under Government Subcontract no. \_\_\_\_\_ (and JPL First-tier Subcontract no. \_\_\_\_\_) are complete, accurate, and comply with the requirements of the Subcontract concerning such technical data.

(End of declaration)

- (2) The Government and the Institute shall rely on the declaration set out in subparagraph (b)(1) of this Article in accepting delivery of the technical data, and in consideration thereof may, at any time during the period covered by this Article, request correction of any deficiencies which are not in compliance with Subcontract requirements. Such corrections shall be made at the expense of the Subcontractor. Unauthorized markings on data shall not be considered a deficiency for the purpose of this Article, but will be treated in accordance with paragraph (e) of the "Rights in Data - General" Article included in this Subcontract.
- (c) Technical Data Revision. The Subcontractor also agrees, at the request of the Contracting Officer through JPL, to revise technical data that are subject to this Article to reflect engineering design changes made during the performance of this Subcontract and affecting the form, fit, and function of any item (other than technical data) delivered under this Subcontract. The Subcontractor may submit a request for an equitable adjustment to the terms and conditions of this Subcontract for any revisions to technical data made pursuant to this paragraph.
- (d) Withholding of Payment.
  - (1) At any time before final payment under this Subcontract, the Contracting Officer may require that the Institute, in the Government's interest, withhold payment until a reserve not exceeding \$100,000 or five percent of the amount of this Subcontract, whichever is less, if in the Contracting Officer's opinion respecting any technical data that are subject to this Article, the Subcontractor fails to:
    - (A) Make timely delivery of such technical data as required by this Subcontract;
    - (B) Provide the declaration required by subparagraph (b)(1) of this Article;
    - (C) Make the corrections required by subparagraph (b)(2) of this Article; or
    - (D) Make revisions requested under paragraph (c) of this article.
  - (2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Subcontractor has delivered the data and/or has made the required corrections or revisions. Withholding shall not be made if the failure to make timely delivery, and/or the deficiencies relating to delivered data, arose out of causes beyond the control of the Subcontractor and without the fault or negligence of the Subcontractor.
  - (3) The Institute, as directed by the Contracting Officer, may decrease or increase the sums withheld up to the sums authorized in subparagraph (d)(1) of this Article. The withholding of any amount under this paragraph, or the subsequent payment thereof, shall not be construed as a waiver of any Government rights.